

ORDER FOR SUPPLIES OR SERVICES						Form Approved		Page 1 Of 16			
1. Contract/Purch Order No.		2. Delivery Order No.		3. Date Of Order		4. Requisition/Purch Request No.		5. Certified for National Defense Under DMS Reg 1 Priority DOA5			
DAAE20-99-P-0389				1999SEP29		SEE SCHEDULE					
6. Issued By			Code	7. Administered By (If other than 6)			Code	8. Delivery FOB <input type="checkbox"/> Dest <input checked="" type="checkbox"/> Other (See Schedule if other)			
TACOM-ROCK ISLAND AMSTA-LC-CFA-B DIANE WIENER (309) 782-6675 ROCK ISLAND IL 61299-7630 EMAIL: WIENERD@RIA.ARMY.MIL			W52H09	DCMC BIRMINGHAM BURGER PHILLIPS CENTRE 1910 3RD AVE NORTH SUITE 201 BIRMINGHAM AL 35203-2376			S0101A				
9. Contractor			Code	62983	Facility Code	10. Deliver To FOB Point By (Date)		11. Mark If Business Is <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned			
						SEE SCHEDULE					
						12. Discount Terms					
						Net 30 Days					
					13. Mail Invoices To		See Block 15				
14. Ship To			Code	15. Payment Will Be Made By			Code	Mark All Packages And Papers With Contract Or Order Number			
SEE SCHEDULE				DFAS-COLUMBUS CENTER DFAS-CO-JSA/SOUTHEAST DIV P O BOX 182225 COLUMBUS OH 43218-2225			SC1020				
16. T O Y R P D E E R O F	Delivery	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
	Purchase	X	Reference your <input checked="" type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation S-43, Dated 1999JUL07 furnish the following on terms specified herein. Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.								
Name Of Contractor			Signature			Typed Name And Title			Date Signed		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. Item No.	19. Schedule Of Supplies/Service				20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount			
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Service Contracts										
* If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. United States Of America By: BARRY R HARTLEBEN HARTLEBENB@RIA.ARMY.MIL (309) 782-7116			25. Total	\$70,440.00		
								29. Differences			
26. Quantity In Column 20 Has Been						27. Ship. No.	28. D.O. Voucher No.		30. Initials		
<input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted _____ Date Signature Of Authorized Govt Representative 36. I certify this account is correct and proper for payment _____ Date Signature And Title Of Certifying Officer						<input type="checkbox"/> Partial <input type="checkbox"/> Final 31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		32. Paid By		33. Amount Verified Correct For	
										34. Check Number	
										35. Bill Of Lading No.	
37. Received At		38. Received By		39. Date Received		40. Total Containers		41. S/R Account No.		42. S/R Voucher No.	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0389 MOD/AMD	Page 2 of 16
Name of Offeror or Contractor: EATON CORP		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		

2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI	
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-CM-CR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: AMSTA-AC-PC@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

3

52.210-4516
TACOM-RI

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4

52.211-4503
TACOM-RI

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

DEC/1997

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____

CLIN _____

CLIN _____

CLIN _____

PRICE \$ _____

PRICE \$ _____

PRICE \$ _____

PRICE \$ _____

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Name of Offeror or Contractor: EATON CORP		

(End of clause)

(AS7008)

5	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

6	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	TACOM-RI		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

1. A FIXED PRICE PURCHASE ORDER IS AWARDED FOR THE REPAIR OF 24 HYDRAULIC PUMP. UNDER THIS PURCHASE ORDER, THE CONTRACTOR WILL SUPPLY NECESSARY LABOR, PARTS, MATERIAL, EQUIPMENT AND FACILITIES NEED TO REPAIR THE HYDRAULIC PUMP TO ANORMAL OPERATING CONDITION IN ACCORDANCE WITH THE SCOPE OF WORK IN SECTION C.

2. CONTRACTOR'S LETTERS DATED 7 JULY 1999 AND 27 SEPTEMBER 1999 ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER.

3. WARRANTY: SELLER WARRANTS THE ARTICLES SOLD HEREUNDER TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND TO CONFORM TO APPLICABLE SPECIFICATIONS SET FORTH IN THE QUOTATION.

THIS EXPRESS WARRANTY IS THE SOLE WARRANTY OF SELLER AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED IN LAW OR IMPLIED IN FACT (INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR PURPOSE), ARE HEREBY SPECIFICALLY EXCLUDED.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0389 MOD/AMD	Page 5 of 16
Name of Offeror or Contractor: EATON CORP		

SELLER'S SOLE OBLIGATION UNDER ITS WARRNATY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE OR REPAY THE PRICE OF ANY ARTICLE OR PART THEREOF WHICH IS PROVED TO BE OTHER THAN AS WARRANTED SELLER'S OBLIGATIONS AS SET FORTH IN THE NEXT AND PRECEDING SENTENCE(S) SHALL BE THE LIMIT OF BUYER'S REMEDIES IN THE EVENT OF BREACH OF WARRANTY. EXCEPT AS SELLER MAY AGREE IN WRITING WITH REGARD TO EACH SPECIFIC INCIDENT OF BREACH OF WARRANTY. BUYER SHALL HAVE NO RIGHT TO RECOVER FOR "INCIDENTAL DAMAGES" OR FOR LABOR CHARGES, ADJUSTMENTS OR REPAIRS OR ANY OTHER WORK.

ALL WARANTIES SET FORTH ABOVE SHALL EXPIRE 12 MONTHS FROM THE DATE THE ARITLCE IS SHIPPED BY SELLER TO THE ORIGINAL BUYER. NOTICE OF CLAIMED BREACH OF WARRANTY MUST BE GIVEN WITHIN THE APPLICABLE WARRANTY PERIOD.

NO ALLOWANCES SHALL BE MADE BY BUYER FOR ANY TRANSPORTATION, LABOR CHARGES OR PARTS, ADJUSTMENTS OR REPAIR, OR ANY OTHE WORK, UNLESS SUCH CHARGES ARE AUTHORIZED IN ADVANCE BY SELLER.

SELLER SHALL IN NO EVENT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGE.

IF AN ARTICLE WITHIN THE WARRANTY PERIOD IS CLAIMED TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP OR NOT TO CONFORM TO SPECIFICATIONS. SELLER, UPON NOTICE PROMPLTLY AND TIMELY GIVEN, WILL EITHER EXAMINE THE ARTICLE AT BUYER'S SITE, OR ISSUE SHIPPING INSTRUCTIONS FOR RETURN TO SELLER. THE WARRANTIES SHALL NOT EXTEND TO ANY ARTICLES OR PARTS THEROR WHICH HAVE BEEN INSTALLED, USED OR SERVICED, OTHERWISE THAN IN CONFORMITY WITH SELLER'S APPLICABLE SPECIFICATIONS, MANUALS, BULLENTINS OR INSTRUCTIONS, OR, IF NONE, WHICH HAVE BEEN SUBJECTED TO IMPROPER INSTALLATION, MISUSE OR NEGLECT. THE WARRANTIEIS SHALL NOT APPLY TO ANY ARTICLES OR PARTS THEREOF FURNISHED BY BUYER OR ACQUIRED FROM OTHERS AT BUYER'S REQUEST AND/OR TO BUYER'S SPECIFICATIONS. THE FOREGOING LIMITATIONS ON SELLER'S LIABILITY IN THE EVENT OF BREACH OF WARRANTY SHALL ALSO BE THE ABSOLUTE LIMIT OF SELLER'S LIABILITY IN THE EVENT OF SELLER'S NEGLIGENCE IN MANUFACTURE, INSTALLATION OR OTHERWISE, WITH REGARD TO THE ARTICLES COVERED HEREBY, AND AT THE EXPIRATION OF THE PERIOD AS ABOVE STATED WITH REGARD TO WARRANTIES, ALL SUCH LIABILITIES SHALL TERMINATE.

*** END OF NARRATIVE A002 ***

Name of Offeror or Contractor: EATON CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>SERVICES LINE ITEM</u>	24	EA		\$ 70,440.00
	NOUN: REPAIR HYDRAULIC PUMP SECURITY CLASS: Unclassified PRON: M191F260M1 PRON AMD: 01 ACRN: AA AMS CD: 060011 P/N: 12553353 VENDOR P/N: 518212 NSN: 4320-01-335-8489 REPAIR QTY: 24 EACH UNIT PRICE: \$2,935.00 COMMERCIAL PACK LEVEL C/C SHIPPING INSTRUCTION W52H1C XR TRANS OFC ATTN: SIORI- IST ROCK ISLAND ARSENAL ROCK ISLAND IL 61299-5000 				

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Name of Offeror or Contractor: EATON CORP

	Regulatory Cite	Title	Date
1	252.225.7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6701)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0389 MOD/AMD	Page 8 of 16
Name of Offeror or Contractor: EATON CORP		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - 12553353- with revisions in effect as of UNKNOWN (except as follows):

VICKERS IS TO REPAIR 24 HYDRAULIC PUMP

SCOPE OF WORK

1. THE PURPOSE OF THIS TASK IS FOR VICKERS AEROSPACE PRODUCTS (CAGE 62983) TO REPAIR 24 EACH HYDRAULIC PUMPS THAT ARE LOCATED AT THE CONTRACTORS PLANT.

2. REQUIREMENTS:

2.1 REPAIR ITEM: THE HYDRAULIC PUMP PRODUCED BY VICKERS AEROSPACE PRODUCTS CONSISTS OF ONE ITEM, MANUFACTURER P/N 518212, ORDNANCE P/N 12553353, NSN 4320-01-355-8489.

2.2 SCOPE. THE CONTRACTOR SHAL SUPPLY THIS NECESSARY LAABOR, PARTS, MATERIAL, SUPPLIES, EQUIPMENT, SERVICES, AND FACILITIES NEEDED TO RETURN THE 24 HYDRAULIC PUMPS TO CONDITION CODE "A" (SERVICEABLE - ISSUABLE WITHOUT QUALIFICATION) IN ACCORDANCE WITH (IAW) THE REQUIREMENTS CONTAINED HEREIN. THE CONTRACTOR SHALL NOT REPAIR, UNDER THIS CONTRACT, ANY HYDRAULIC PUMPS PRODUCED BY A MANUFACTURER OTHER THAN VICKERS AEROSPACE PRODUCTS.

2.3 MAXIMUM QUANTITIES. a MAXIMUM QUANTITY OF 24 HYDRAULIC PUMPS WILL BE REPAIRED BY VICKERS AEROSPACE PRODUCTS UNDER THIS CONTRACT.

2.4 REPAIRS. ALL HYDRAULIC PUMPS SHALL BE REPAIRED AT THE CONTRACTOR’S FACILITY. THE REPAIR WILL INCLUDE, AS NECESSARY, UNPACKEDING, DISASSEMBLY, INSPECTION, DIAGNOSIS, REMOVAL AND REPLACEMENT OF SUBASSEMBLIES/COMPONENTS PARTS, REASSEMBLY, COSEMETIC WORK, CLAIFBRATION, MARKING, FINAL TESTING/INSPECTION, AND PACKING FOR SHIPMENT. ONLY PARTS EQUIVALENT TO NEW IN PERFORMANCE SHALL BE USED IN REPAIRS.

2.5 MANDATORY REPLACEMENT PARTS. THERE ARE NO MANDATORY REPLACEMENT PARTS.

2.6 MAINTENANCE EXPENDITURE LIMIT (MEL). THE MEL IS \$8,000.00 FOR THE HYDRAULIC PUMP.

2.7 MARKING. THE FOLLOWING REPAIR INFORMATION SHALL BE ADDED TO THE MARKING REQUIREMENT OF SPECIFICATION CONTROL DRAWING 12553353, NOTE 41: "REPAIR BY 62983", THE REPIR DATE, AND A CONTRACTOR ASSIGNED SERIAL NUMBER.

2.8 TURNAROUND TIME. TURNAROUND TIME FOR REPAIR SHALL BE NO LONGER THAN ONE HUNDRED & THIRTY DAYS. TURNAROUND TIME IS DEFINED AS THE TIME, IN DAYS, FROM RECEIPT OF A UNIT AT THE CONTRACTOR’S DOCK TO THE TIME IT IS READY FOR SHIPMENT TO THE GOVERNMENT.

2.9 QUALITY. COMMERCIAL QUALITY ASSURANCE PROCEDURES AND PLANS COMMENSURATE WITH ISO 9001, OR AN APPROVED ALTERNATE SHALL BE IN PLACE AT TIME OF CONTRACT ACCEPTANCE BY THE CONTRACTOR. PRODUCT ACCEPTANCE CRITERIA SHALL BE IN ACCORDANCE WITH THE APPLICABLE ITEM SPECIFICATION.

2.10 DELIVERIES. UPON COMPLETION OF THE REPAIR THE CONTRACTOR IS TO SHIP THE REPAIRED UNITS TO THE FOLLOWING ADDRESS:

ROCK ISLAND ARSENAL
XR TRANS OFC
ROCK ISLAND, IL 61299-5000

3. TRANSPORTATION

3.1 TRANSPORTATION COST. THE COST FOR TRANSPORTATION OF THE COMPONENTS FROM THE CONTRACTOR FACILITY WILL BE INCURRED BY THE GOVERNMENT

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Name of Offeror or Contractor: EATON CORP		

(CS6100)

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Name of Offeror or Contractor: EATON CORP		

PACKAGING AND MARKING
SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

1. THE PACKAGING SHALL BE IN ACCORDANCE WITH ASTM D 3951. THE UNIT PACKAGE QUANTITY SHALL BE ONE EACH.
2. MARKING SHALL BE IAW MIL-STD-129. IN ADDITION, MARK EACH PACKAGE: "CONTRACTOR REPAIRED".

*** END OF NARRATIVE D001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0389 MOD/AMD	Page 11 of 16
Name of Offeror or Contractor: EATON CORP		

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

INSPECTION AND ACCEPTANCE

THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN AN INSPECTION SYSTEM IAW ISO 9001 OR EQUIVLENT. UPON COMPLETION OF REPAIR WORK BY THE CONTRACTOR OR SUBCONTRACTOR, INSPECTION AND ACCEPTANCE OF REPAIRED UNITS WILL BE MADE BY GOVERNMENT QUALITY ASSURANCE PERSONNEL BY DD FORM 250 AT THE CONTRACTOR'S (SUBCONTRACTOR'S) PLANT OR AT THE PACKAGING FACILITY. QUALITY ASSURANCE STANDARDS APPLIABLE TO THIS CONTRACT ARE SET FORTH IN SECTION C - STATEMENT OF WORK.

*** END OF NARRATIVE E001 ***

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Name of Offeror or Contractor: EATON CORP		

DELIVERIES OR PERFORMANCE

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<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-29	F.O.B. ORIGIN	JUN/1988
4	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
5	52.247-31	F.O.B. ORIGIN, FREIGHT ALLOWED	JUN/1988
6	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	JUN/1988
7	52.247-37	F.O.B. VESSEL, PORT OF SHIPMENT	APR/1984
8	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
9	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
10	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991

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MOD/AMD

Name of Offeror or Contractor: EATON CORP

CONTRACT ADMINISTRATION DATA

										JOB			
LINE	PRON/	OBLG								ORDER	ACCOUNTING	OBLIGATED	
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>	
0001AA	M191F260M1	AA	2	97	X4930AC9G	6D		26FB	S11116		W52H09	\$	70,440.00
060011													
											TOTAL	\$	70,440.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC9G	6D	26FB S11116	W52H09	\$ 70,440.00
						TOTAL	\$ 70,440.00

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SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

2	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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CONTRACT CLAUSES

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<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
1	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
2	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
3	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
4	52.222-26	EQUAL OPPORTUNITY	FEB/1999
5	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
6	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
7	52.232-1	PAYMENTS	APR/1984
8	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
9	52.233-1	DISPUTES	JAN/1999
10	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
11	52.243-1	CHANGES - FIXED PRICE	AUG/1987
12	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
13	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
14	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
15	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
16	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
17	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
18	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
19	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
20	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
21	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
22	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUN/1999

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

23 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0389 MOD/AMD	Page 16 of 16
Name of Offeror or Contractor: EATON CORP		

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(End of clause)